

AGREEMENT

This Agreement entered into this ____ day of _____, 2013 A.D,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF
TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF ORLAND
PARK of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure
safety to the motoring public, is desirous of improving approximately 13,390 lineal feet
(2.54 miles) of US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-
3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th
Street as follows:

- Roadway widening and reconstruction to provide three (3) lanes in each direction separated by a twenty-eight (28) foot landscaped median. The Village is supplementing the STATE'S landscaping with its own design and construction contract. The median varies in width and becomes a solid PCC median with various brick paver enhancements per the VILLAGE's enhancement plan where separate left-turn lanes are provided at intersections. The through travel lanes will be comprised of two (2) at 11' inside lanes, and one (1) at 12' outside lane. Intersection channelization and traffic signal modernization will occur at US-45/163rd Street, US-45/167th Street, US-45/171st Street, and US-45/179th Street intersections. Dual left turn lanes, (2 at 11'), will be provided at 163rd Street

(southbound only), at 171st Street (southbound only), and at 179th Street (northbound only). Intersection enhancements (brick pavers) will be provided at 161st Street. VILLAGE and STATE continue to discuss the feasibility of adding additional pavement and striping on the road for future dual left turn lanes at 167th and 161st Streets. Work also includes the installation of a 10' bike/multi-use path on the east side of the roadway; new sidewalks; new street lighting; aesthetic form liner retaining walls with ornamental railings; stamped colored concrete cross walks at locations shown on the plans; emergency vehicle pre-emption equipment (EVP) installed as part of the traffic signal work; utility adjustments; reconstruction of portions of 163rd Street, 165th Street, 167th Street, 171st Street, 175th Street, and 179th Street; storm sewers; and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications.

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering costs, subject to reimbursement by the VILLAGE as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost

and cost proration for this improvement is as shown on Exhibit A.

4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

The VILLAGE further agrees that upon award of the contract for this improvement, and receipt of an invoice, the Village will pay within forty-five (45) days of receipt of invoice, its first annual installment to the STATE in a lump sum from any funds allotted to the Village, an amount equal to \$319,190 (33%) of its financial obligation incurred under this AGREEMENT. On or before August 1, 2014, the Village will pay its second annual installment to the STATE in a lump sum from any funds allotted to the Village, an amount equal to \$319,190 (or 33%) of its financial obligation incurred under this AGREEMENT. Upon receipt of a final invoice, and not before August 1, 2015, the Village will pay to the STATE in a lump sum from any funds allotted to the Village, an amount equal to the Village's remaining financial obligation for construction and engineering costs incurred by the STATE. The aforementioned final invoice will be based upon actual final quantities multiplied by the actual contract unit bid prices plus engineering costs for all construction items in which the Village has agreed to be financially responsible under the terms of this AGREEMENT.

5. The VILLAGE has adopted and will put into effect an appropriate ordinance, or shall continue to enforce an existing ordinance, requiring that parking be restricted within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

6. The VILLAGE has adopted and will put into effect an appropriate ordinance, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".

7. The disposition of non-STATE-approved encroachments onto STATE Right Of Way will be cooperatively resolved with representatives from the VILLAGE and the STATE.

The VILLAGE has adopted and will put into effect an appropriate ordinance, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".

8. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, approving the plans and specifications as prepared.

9. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 45 without the consent of the STATE.

10. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

12. The VILLAGE agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

13. Upon final field inspection of the improvement and so long as US Route 45 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the structural components of the median, the through traffic lanes lying on either side of the median and the left-turn turn lanes and right turn lanes, each lane being 11 or 12 foot and variable in width and the curb and gutter stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE (within the VILLAGE municipal limits), including sidewalks, multi-use paths, parkways, crosswalk and stop-line markings, VILLAGE owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy thereof, lighted street signs, ornamental railing associated with retaining walls, VILLAGE requested median electric, irrigation and drainage median landscape and aesthetic improvements and conduit for future fiber run. Combination traffic signal and light poles shall be maintained by the STATE. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE. The VILLAGE shall also be responsible for the coloring and stamped aspect of the colored and stamped crosswalks.

The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US Route 45 (LaGrange Road). Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the maintenance responsibility of the STATE. unless there is an agreement or permit specifying different responsibilities.

14. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the bike/multi-use path located within the limits of the VILLAGE on the east side of the roadway in its entirety. The VILLAGE agrees to indemnify and hold the STATE and its employees harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the bike path.

If in the future, the STATE adopts a roadway or traffic signal improvement on FAP 330, US Route 45 which requires modification, relocation or reconstruction to said bike/multi-use path, then the VILLAGE hereby agrees to be financially responsible for its proportionate share of cost to modify, relocate or reconstruct said bike/multi-use path in conjunction with the STATE's proposed improvement,

15. Upon acceptance by the STATE of the traffic signal modernization included herein, the financial responsibility for the maintenance and electrical energy charges shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on September 9, 2011.

It is the STATE's policy to install traffic signal hardware which requires little or no maintenance (i.e., galvanized signal posts, mast arms, polycarbonate traffic signal heads). The additional costs for the installation and future maintenance of the additional hardware items requested by the VILLAGE such as specific colored paint will be the entire cost responsibility of the VILLAGE. Upon mutual agreement, the STATE may require the STATE's contractor to perform the additional work, and the STATE will invoice the VILLAGE for all such additional costs of installation and maintenance. The VILLAGE shall supply the STATE's contractor with all specific colored paints.

Obligations of the STATE and VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OR ORLAND PARK

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

Village Clerk

Title: _____

(SEAL)

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Omer A. Osman, P.E.
Director of Highways/Chief Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th Street, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein.

Approved _____

Title _____

Date _____

"Exhibit B"
FUNDING RESOLUTION - LAGRANGE ROAD 179th STREET TO 159th STREET
Resolution No. _____

WHEREAS, the VILLAGE of ORLAND PARK has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th Street, and

WHEREAS; in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of NINE HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED SIXTY FIVE DOLLARS (\$957,665) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, and receipt of an invoice, the Village will pay within forty-five (45) days of receipt of invoice, its first annual installment to the STATE in a lump sum from any funds allotted to the Village, an amount equal to \$319,190 (33%) of its financial obligation incurred under this AGREEMENT. On or before August 1, 2014, the Village will pay its second annual installment to the STATE in a lump sum from any funds allotted to the Village, an amount equal to \$319,190 (or 33%) of its financial obligation incurred under this AGREEMENT. Upon receipt of a final invoice, and not before August 1, 2015, the Village will pay to the STATE in a lump sum from any funds allotted to the Village, an amount equal to the Village's remaining financial obligation for construction and

engineering costs incurred by the STATE. The aforementioned final invoice will be based upon actual final quantities multiplied by the actual contract unit bid prices plus engineering costs for all construction items in which the Village has agreed to be financially responsible under the terms of this AGREEMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

I, _____, VILLAGE CLERK in and for the VILLAGE OF ORLAND PARK hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the VILLAGE BOARD at a meeting on _____, 20__ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____, 20__ A.D.

Village Clerk

(SEAL)

EXHIBIT C
ORDINANCE NO. _____
AN ORDINANCE RESTRICTING PARKING ALONG
US Route 45 WITHIN THE VILLAGE OF ORLAND PARK

WHEREAS, the State of Illinois acting by and through its Department of Transportation is desirous of improving of US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th Street within the Village of Orland Park; and

WHEREAS, a portion of this project runs through the Village of Orland Park; and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the Village of Orland Park determines that the parking along US Route 45 – LaGrange Road Highway shall be prohibited.

BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF ORLAND PARK, COUNTY OF COOK, STATE OF ILLINOIS, as follows:

Section 1. That parking shall be prohibited along US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th Street within the Village limits of the Village of Orland Park;

Section 2. That the Village Board of the Village of Orland Park will prohibit future parking at such locations on or immediately adjacent to US Route 45 as may be determined and directed by the State of Illinois to be necessary to ensure the free flow of traffic and safety to the motoring public.

Section 3. The Village Clerk is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20____ by and between the State of Illinois and the Village of Orland Park.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF ORLAND PARK,
COUNTY OF COOK, STATE OF ILLINOIS, this _____ day of _____ 20_____.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____, 20_____

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT D
ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY AND INDUSTRIAL WASTE INTO
ANY STORM SEWER OR DRAINAGE FACILITY
CONSTRUCTED AS A PART OF THE
FAP 330 (LaGrange Road) - US Route 45 IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving of US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th Street within the Village limits of the Village of Orland Park; and

WHEREAS, said project includes the installation of storm sewers, sanitary sewers, and drainage facilities; and

WHEREAS, a portion of the project runs through the Village of Orland Park including the installation of storm drains and drainage facilities;

BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF ORLAND PARK, COUNTY OF COOK, STATE OF ILLINOIS, as follows:

Section 1. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th Street highway improvement, said limits of improvement which passes through the Village of Orland Park.

Section 2. The Village Clerk of the Village of Orland Park is authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20____, by and between the State of Illinois and the Village of Orland Park relative to the improvement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF ORLAND PARK,
COUNTY OF COOK, STATE OF ILLINOIS, this _____ day of _____, 20.

VOTE:
AYES:
NAYES:
ABSENT:

APPROVED BY ME THIS _____
DAY OF _____ 20_____

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT E
ORDINANCE NO. _____
AN ORDINANCE PROHIBITING ENCROACHMENTS
WITHIN THE STATE OF ILLINOIS RIGHT OF
WAY ALONG FAP 330 (LaGrange Road) - US Route 45

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th Street in the VILLAGE of ORLAND PARK; and

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, a portion of said project passes through the VILLAGE of ORLAND PARK.

BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF ORLAND PARK, COUNTY OF COOK, STATE OF ILLINOIS, as follows:

Section 1. That no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches upon the State of Illinois right of way on US Route 45, (FAP Route 330 – LaGrange Road), STATE Section 103R-3, State Job Number: C-91-569-08, from south of 159th Street southerly to south of 179th Street within the limits of the VILLAGE of ORLAND PARK.

Section 2. The VILLAGE Clerk of the VILLAGE of ORLAND PARK is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated

_____, 20____, by and between the State of Illinois and the VILLAGE of ORLAND PARK relative to the improvement of FAP 330 (LaGrange Road) US Route 45.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF ORLAND PARK,
COUNTY OF COOK, STATE OF ILLINOIS, this _____ day of _____, 20.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____ 20_____

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK